

N-0207
10-06

THIS BOOK IS
NOT CIRCULATING

PREAMBLE

This Agreement entered into this _____ day of _____, 1969, by and between the Board of Education of Clinton Township, Annandale, New Jersey, hereinafter called the "Board", and the Clinton Township Elementary Education Association, hereinafter called the "Association". This Agreement shall be effective as of July 1, 1969 and shall continue in effect until July 1, 1970.

69-70

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment of the majority of the personnel listed below, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including:

Classroom Teachers
Nurses
Physical Education Teachers
Teaching Principals
Librarians
Reading Teachers
Music Teachers
Permanent Substitutes
Art Teachers

but excluding:

Custodians
Teacher Aides
Non-Permanent Substitutes
Cafeteria Staff
Full-time Administrators
Department Heads
Secretaries
Part-time Help
Summer Help

- B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees listed above represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE II

SCOPE OF AGREEMENT

A. This agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

B. Representatives of the Board and the Association shall meet at a regularly scheduled time and place once a month during the normal school year for the purpose of reviewing and discussing the administration of this Agreement. These meetings shall not be concerned with any grievance. Each party shall submit to the other, at least five (5) school days prior to the meeting, an agenda covering matters they wish to discuss. Discussion at the meetings will be restricted to items contained in both agendas submitted by the parties. If only one of the parties submits an agenda, discussion at the meeting will be restricted to items in that agenda. If neither party submits an agenda, the meeting may be cancelled by mutual consent.

C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

D. It is understood by all parties that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law. Nothing contained herein shall be construed to deny or restrict to any teacher, such rights as he may have under New Jersey Law.

E. Nothing in this agreement which changes pre-existing Board policy, rules or regulations shall operate retroactively unless expressly so stated.

F. The parties agree that during the period of negotiations, the only publicity accorded the negotiations by the parties will consist of a joint press release or, in the event the parties are unable to agree upon wording, a joint press release stating that "no progress has been made". All persons enjoying the privilege of auditing negotiation sessions shall maintain a like confidence and the sponsor of such auditor shall be ultimately responsible for the conduct of the auditor in this regard. If either party decides that negotiations have reached an impasse, the above provisions shall not apply.

ARTICLE III

BOARD JURISDICTION

A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations, to take whatever actions may be necessary to carry out the obligations of the Clinton Township School District.

B. It is understood that teachers shall continue to serve under the direction of the Superintendent of Schools and in accordance with the Board and Administrative policies, rules, and regulations, provided that the provisions of this agreement shall supersede and prevail over any conflicting provisions.

ARTICLE IV
GRIEVANCE PROCEDURE

DEFINITION

A grievance shall mean a formal complaint instituted by a teacher by means of which he or his representative may appeal (a) the interpretation of policies, this agreement, and administrative decisions affecting him and/or (b) the application of policies, this agreement, and administrative decisions affecting him and/or (c) the violation of policies, this agreement, and administrative decisions affecting him.

PURPOSE

The purpose of the Grievance Procedure is to secure at the lowest possible level, equitable solutions to the grievances which may arise from time to time affecting the terms and conditions of employment of teachers.

PROCEDURE

1 Level 1

A- Any teacher who has a grievance shall so declare that he is aggrieved to his Principal and shall discuss it first with his Principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter at that level.

2 Level 2

A- If as a result of the discussion at Level 1, the grievance is not resolved to the satisfaction of the aggrieved teacher, within five (5) school days he shall set forth his grievance in writing to the Principal.

B- The Principal shall communicate his decision on the grievance to the teacher in writing within three (3) school days of receipt of the written grievance.

3 Level 3

A- The teacher, no later than five (5) school days after receipt of the Principal's decisions, may appeal the Principal's

decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the grievance submitted to the Principal as specified in Level 2 and his dissatisfaction with the decision previously rendered.

B- The Superintendent shall attempt to resolve the matter as quickly as possible within a period not to exceed ten(10) school days. The Superintendent shall communicate his decision with reasons in writing to the teacher and the Principal.

4 Level 4

A- If the grievance is not resolved at Level 3 to the teacher's satisfaction, the teacher may request, no later than five (5) school days after receipt of the Superintendent's decision, a review by the Board of Education. This request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request within five (5) school days from the date of request for review to the Board of Education.

B- The Board of Education, or a committee thereof, shall review the grievance, hold a hearing with the teacher if such is deemed necessary by the Board or if such is requested by the teacher, and shall render a decision with reasons in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the teacher, whichever comes later. The Board shall communicate its written decision to the teacher, the Superintendent of Schools, and to the Principal.

5 Level 5

A- If the aggrieved teacher is not satisfied with the disposition of his grievance at Level 4, he may request in writing that the Association submit his grievance to fact-finding with recommendations. Such request must be made within fifteen (15) school days after the decision at Level 4.

If the Association determines that the grievance is meritorious, it may elect within 15 school days of receipt of request to submit the grievance to fact-finding with recommendations. If the Association elects to submit the grievance to fact-finding with recommendations, the Association shall notify the Board of Education in writing within the above 15 school days of its decision.

B- Within ten (10) school days after such written notice of submission to fact-finding with recommendations, the Board of Education and the Association shall attempt to agree upon a mutually acceptable fact finder and shall obtain a commitment from said fact-finder to serve. If the parties are unable to agree upon a fact-finder or to obtain such a commitment within the specified period, a request for a list of fact-finders may be made to P.E.R.C. by either party. The parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of a fact-finder.

C- The fact-finder so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his recommendation not later than twenty (20) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The fact-finder's recommendation shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The fact-finder shall be without power or authority to make any recommendation which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The recommendation of the fact-finder shall be submitted to the Board and the Association and shall not be binding on the parties. The fact-finder's report may be made public.

D- The cost for the services of the fact-finder shall be borne equally by the Board and the Association.

REPRESENTATION

An aggrieved teacher or teachers may be represented at all levels of the grievance procedure by himself, or themselves or at his or their option, by a representative selected or approved by the Association. When an aggrieved teacher is represented by himself a representative of the Association shall be entitled to be present and to state the views of the Association. The grievant, Board of Education & School Administration shall have the right to have present consultants and / or advisors of their choice. However the Board shall not be responsible for the salaries of the consultant and advisor of the grievant.

TERMINATION OF GRIEVANCES

Grievances appealed according to the Grievance Procedure of this agreement shall terminate, and be deemed to be concluded after a decision is rendered at Level 4 in the following cases:

- a. Any grievance occasioned by the failure of the Board of Education to rehire a non-tenure teacher.
- b. Any grievance occasioned by appointment of a teacher to or lack of appointment to, or retention of a teacher in or lack of retention in, any position for which tenure is either not possible or not required.
- c. Any rule or regulation of the State Commission of Education made pursuant to his rule making powers. However, this provision shall not apply to the mis-interpretation, mis-application or violation of such rules or regulations.
- d. Any matter which according to law is beyond the scope of Board authority.
- e. Any procedure that is outlined and defined in Title 18 A.
- f. Any grievance for which a method is prescribed by law for resolving said grievance.

MISCELLANECUS

1- Nothing in this grievance procedure shall be construed as limiting the right of any teacher having a potential problem to discuss the matter informally with any appropriate member of the School Administration and having the problem adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

2- Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

3- Failure at any step of this grievance procedure to communicate the decision on a grievance within the specified time limits shall allow the aggrieved teacher to proceed to the next level permitted. Failure at any step of this procedure to appeal a grievance to the next step permitted within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

4- It is understood that employees shall, during, and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

5- It shall be the general practice to process grievances during times which do not interfere with assigned duties of teachers, provided however, in the event the Board of Education and the fact-finder agrees to hold the proceedings during regular working hours, a teacher and an association representative participating in any level of the grievance procedure, with any representative of the Board, shall be released from his assigned duties for that purpose without loss of salary.

6- Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary

documents shall be prepared jointly, by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

7- All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance folder and shall not be kept in the personal folder of any of the participants.

ARTICLE V
ASSOCIATION PRIVILEGES

A. Association business may be conducted on school premises provided it does not interfere with the normal scheduled classes or assignments of a teacher.

B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Permission of the Superintendent or his designee shall be required. Such permission shall not be withheld unreasonably.

C. Posters or announcements pertaining to Association affairs shall not be posted on bulletin boards in any area accessible to the public or to the students unless such have first been approved by the Superintendent.

D. The Association shall have the privilege of using school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment, excluding Superintendent's and Board of Education's offices and equipment, when such equipment is not otherwise in use, with permission of the Principal, provided that this shall not interfere with or interrupt normal school operations. Association shall furnish all materials and supplies to be used.

E. The Association shall have, in each school building, the exclusive use of a bulletin board, the location to be designated by the Superintendent.

F. The Association shall have the privilege of using the inter-school mail facilities and school mail boxes as it deems necessary and without the permission of Building Principals or other members of the administration. The administration is not responsible for Association mail.

ARTICLE VI
WORKING HOURS AND WORK WEEK

1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. These responsibilities include:

- a. Careful daily preparation.
- b. Attendance at staff meetings.
- c. Participation in school activities such as: Attendance at one Open House per year, field trips and public performances of children in plays, concerts, athletic activities, graduation and dances.

However, nothing contained herein prohibits or limits the right of the Board from assigning the extra duties normally associated with the teaching profession. Such assignments shall be distributed equitably; be appropriate as to hours and number of assignments; such assignments must be relative to the school program.

2. The normal in-school work day, not including normal and traditional extra-curricular activities of the teaching profession, shall consist of seven (7) hours. Teachers shall be at their assigned stations at least twenty-five (25) minutes before the opening of the pupils' school day and shall remain at least twenty-five (25) minutes after the close of the pupils' school day; except Fridays and days preceding school holidays; fifteen (15) minutes or after all scheduled buses have departed, whichever is the later.

3. Teachers assigned to normal and traditional extra-curricular activities associated with the teaching profession, will carry out these assignments outside the normal work day if requested by the administration. Assignments will be compensated for as specified under Article VII. Those assignments not listed under Article VII will not receive extra compensation. Teachers volunteering or, in case of emergency, assigned by Superintendent to traditional extra curricular activities associated with the teaching profession, will fulfill said assignments based on existing procedures of operations.

4. It is understood that teachers are expected to devote sufficient time for thorough daily preparation after the normal work day.

5. Teachers shall have a daily duty-free lunch period of thirty (30) minutes, except in a school where the lunch period for pupils is less than thirty (30) minutes, in which case the duty-free lunch period shall be not less than the lunch period time allowed pupils.

6. Teachers may be required to remain after the end of the normal work day once a week or additionally in case of emergency, without additional compensation, for the purpose of attending professional meetings as requested by the Superintendent or Building Principal.

ARTICLE VII

PROFESSIONAL COMPENSATION

1. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part of this agreement.
2. All certificated teachers will be placed on guide according to their educational qualifications and years of teaching experience.
3. Credit for up to four (4) years of military service will be granted for placement on the salary guide as per State law.
4. Compensation for extra-curricular activities is set forth in Schedule B which is attached hereto and made a part of this agreement.
5. Compensation for use of teacher's automobile on school business, with the prior approval of his Principal, shall be at the rate of ten (10) cents per mile.
6. Teachers' salary shall be paid in twenty (20) equal semi-monthly installments with the option to authorize summer payment deductions as per State law.
7. If a teacher obtains a higher degree or equivalent as specified by the salary guide, he will be placed on the proper place on the guide within thirty (30) days after attainment of such degree and notification of such attainment is received by Administration.
8. Necessary expenses, as approved by the Superintendent, incurred by teachers on field trips and class trips approved by the Superintendent will be reimbursed by the Board.
9. All certificated teachers will take a refresher course, workshop or in-service training, if such course is approved by the Superintendent, bi-annually. Workshop will be defined as a minimum of twelve (12) hours of classroom instruction. Upon evidence of completion of that course, the Board will reimburse the teacher for full costs of tuition, registration, books and necessary materials by October 1st of the following school year. Transportation costs including use of the teacher's personal auto will not be paid.

10. In the event of non-conformance with the above paragraph, the increments of the following year(s) will be eliminated. This provision shall no longer apply to any teacher who has attained a master degree.

11. Any teacher participating in negotiations during normal school hours at the request of the Board, shall be released from his assigned duties for this purpose without loss of pay.

Schedule A
Salary Guide 1969-70

CONTRACT	NON-DEGREE	BACHELOR DEGREE	MASTER DEGREE	MASTER IN FIELD	MASTER PLUS 30 CREDITS
1	6100	6700	7000	7400	8000
2	6350	6950	7250	7700	8300
3	6600	7200	7500	8000	8600
4	6900	7500	7800	8300	8900
5	7200	7800	8100	8600	9200
6	7500	8100	8400	8900	9500
7	7800	8400	8700	9200	9800
8	8100	8700	9000	9500	10,100
9	8400	9000	9300	9800	10,400
10	8700	9300	9600	10,100	10,700
11	9100	9700	10,000	10,500	11,100
12	9500	10,100	10,400	10,900	11,500
13	9750	10,350	10,650	11,150	11,750

SCHEDULE B

COMPENSATION FOR EXTRA-CURRICULAR ACTIVITIES

Interscholastic Athletic Coaching	\$200 Per Sport
Intramural Athletics	\$100 Per Sport
Refereeing - Interscholastic Athletic Events	\$5.00 Per Game

ARTICLE VIII

TEACHER ASSIGNMENTS

1. The Superintendent has the right to assign all personnel to their specific positions as necessitated by the requirements of the school system. The Superintendent shall give notice of assignments to teachers by June 1st, except in cases of emergency.
2. The Superintendent shall post a notice on a specific bulletin board in each building of a list of vacancies as they become known during the school year. During the summer a person designated by the association, shall supply an address of record to which notification of existing vacancies shall be mailed.
3. During the school year, teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building must file a written statement of such desire with the Superintendent, not later than fifteen (15) days after the notice of vacancies. Any teacher desiring a change in grade assignment or transfer, relative to summer vacation, shall file said written request by June 15th with the Superintendent.
4. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments and transfers between schools may be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Administration will not, in any case, assign or transfer a teacher without prior discussion with said teacher. Such transfers or changes of assignments shall be at a voluntary basis whenever possible, with teacher competence and teacher preference being considered and seniority of time of service in the Clinton Township School System being honored as equitably as possible. In making involuntary assignments or transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable.

ARTICLE IX
LEAVES AND ABSENCES

1. Sick leave shall be granted only as a result of personal disability due to illness or injury. All full-time teachers employed for the entire school year will be granted ten (10) days sick leave per year. Such leave granted by the Board will be accumulative with no maximum limit. Proof of illness signed by a physician may be required by the Superintendent at anytime.

2. Part-time teachers will be granted sick leave on a pro-rated basis of hours worked, such leave to be accumulative.

3. Full-time teachers employed after the beginning of the school year will be granted sick leave computed on the basis of a straightline pro-rated distribution of 1/10 of a school year equalling one day of sick leave, or one day of sick leave for each month of service.

4. There shall be no vested interest in sick leave. No sick leave other than that earned under this Article shall be granted.

5. In case of death of a member of the immediate family (family as herein used means parents, spouse, brother, sister, own or adopted children, grandchildren, grandparents, mother-in-law, father-in-law, son-in-law, and daughter-in-law) of any teacher, or the death of any relative who lived in the household of the teacher immediately preceding the death, such teacher shall be excused without loss of pay or sick leave for a period not to exceed four (4) school days.

The number of days to be excused will be determined by the Superintendent. Such leave shall not be accumulative.

6. If a teacher is called to jury duty, or subpoenaed to appear as a witness in court, he shall receive full pay from the school.

7. Two personal days per academic year, non-accumulative, may be granted, entirely at the discretion of the Superintendent, upon showing good and sufficient reason therefore.

a. Personal business means an activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session.

b. The purpose of this leave is to relieve teachers of financial hardship in situations over which they have no control.

c. Application for a personal business leave must be submitted in writing at least one week in advance (except in the event of an emergency when a shorter notice may be acceptable).

d. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year, except in cases of emergencies as determined by the Superintendent.

e. The Superintendent retains the right to deny leave if insufficient teachers are available to adequately staff the school.

8. Leaves of absence without pay may be granted by the Board only to tenure teachers.

9. Time spent on leave granted under Paragraph 8 will not be considered in determining salary or benefits, except as required by law or when, in the opinion of the Superintendent and approval of the Board, the work or study experience obtained while on leave is directly applicable to his teaching responsibilities and is at least equivalent to the experience he would have received had he remained in active employment by the Board.

10. Leaves of absences, for maternity reasons, will be granted to tenure teachers without pay. Such leave shall become effective four (4) months prior to the anticipated date of birth of the child and shall terminate twelve (12) months after the birth of the child, except in cases of stillbirth, in which case the teacher may return to her position at an earlier date with her doctor's permission and providing a vacancy exists. Upon recommendation of the

Superintendent and approval of the Board, a teacher may leave at an earlier or later date or return at an earlier date than provided herein.

11. All benefits to which a tenure teacher was entitled at the time his leave of absence commenced shall be restored to him upon his return. However, the Superintendent retains the right to assign the returning teacher within the requirements and best interests of the school system.